

FERTILIZER PURCHASE AGREEMENT (AB-3038-01/JVP) 02 MAY 17 PM 2:43

THIS AGREEMENT is made and entered into this 29 day of C.C.
MARCH, 2002, by and between AGRO DISTRIBUTION d/b/a
PROSOURCE ONE, duly authorized to conduct business in the State of
Florida, whose mailing address is Post Office Box 200, Plymouth, Florida
32768-0200, hereinafter called the "CONTRACTOR" and SEMINOLE COUNTY, a
political subdivision of the State of Florida, whose address is Seminole
County Services Building, 1101 East First Street, Sanford, Florida
32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent
and qualified contractor to supply fertilizer to Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of
interest for the retention of services of contractors; and

WHEREAS, the CONTRACTOR is competent and qualified to provide
fertilizer to the COUNTY and desires to provide services according to
the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and
covenants set forth herein, the COUNTY and the CONTRACTOR agree as
follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the
CONTRACTOR to furnish fertilizer as further described in the Scope of
Services attached hereto as Exhibit "A" and made a part hereof.
Required materials shall be specifically enumerated, described and
depicted in the Purchase Orders authorizing performance of the specific
task. This Agreement standing alone does not authorize the performance
of any work or require the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of
its execution by the COUNTY and shall run for a period of three (3)

years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the materials authorized by the Purchase Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit "B". Each Purchase Order shall describe the services required and materials to be determined and shall state the dates for commencement and completion of work and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available Purchase Orders nor that, the CONTRACTOR will perform any Purchase Order for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONTRACTOR shall be commenced, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a "Fixed

Fee Basis," then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total amount of compensation paid to the CONTRACTOR pursuant to this Agreement including reimbursable expenses, shall not exceed the sum of FOURTEEN THOUSAND THREE HUNDRED EIGHTY-FIVE AND 75/100 DOLLARS (\$14,385.75) per year.

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the amount due based on the total Purchase Order services actually performed and completed.

(c) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Library and Leisure Services
1101 East First Street
Sanford, Florida 32771

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the

CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONTRACTOR may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement herein less any amount already paid by the COUNTY. The COUNTY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONTRACTOR and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (c) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement,

the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR. Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services or materials required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reason-

the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR. Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services or materials required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reason-

able additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, the Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disabil-

ity, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112,

Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to the provision of services hereunder by the CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) The CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be

named additional insured under the Commercial General Liability policy.

The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following require-

ments:

(1) Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by

the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. The CONTRACTOR shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims

reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 18. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 19. REPRESENTATIVES OF THE COUNTY AND THE CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONTRACTOR, shall designate in writing and shall advise the CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) The CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the CONTRACTOR who are authorized to act in behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in

effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Library and Leisure Services
1101 East First Street
Sanford, Florida 32771

FOR CONTRACTOR:

Agro Distribution d/b/a ProSource One
P.O. Box 200
Plymouth, Florida 32768-0200

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

Brinda Kuehl
Witness
Bill Babson
Witness

AGRO DISTRIBUTION
D/B/A PROSOURCE ONE

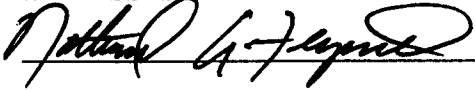
By: [Signature]

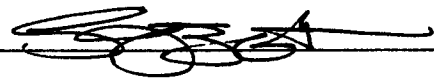
~~AL GIESSE, President~~

DAN JONES, TURF ACCOUNT
MANAGER


Date: 3-29-02

WITNESSES:





For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.



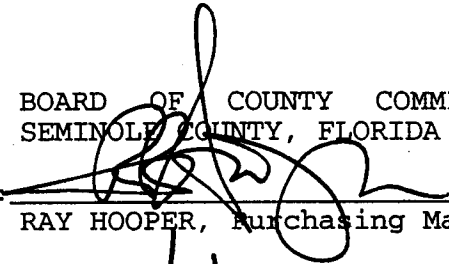
County Attorney

AC/lpk
3/5/02 4/3/02
ab-3038

Attachments:

- Exhibit "A"- Scope of Services
- Exhibit "B"- Sample Purchase Order


BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 

RAY HOOPER, Purchasing Manager

Date: 4/4/02

As authorized by Section 330.3,
Seminole County Administrative
Code.

- 
- Fertilizer's chemical composition shall be as stated on Bid Response Form.
 - Order amounts shall vary with each order/request. Quantity restrictions are not applicable.
 - State Manufacturer Name of product offered on Bid Response Form
 - State Brand Name and/or Product number of item offered on Bid Response Form.
 - Attach Manufacturer's Product Application/Use Sheets to all three (3) bid sets.
 - Attach Manufacturer's Material Safety Data Sheets (MSDS) to all three (3) bid sets.
 - All fertilizers must be **slow release** formula.
 - Products on bid response form may vary according to regulations and needs.

Complete all blank spaces in Bid Response Form below. In accordance with the foregoing terms, conditions and specifications, the undersigned bidder hereby submits the following firm, fixed prices for supplying Seminole County, FOB DESTINATION, with the following:

1.	8,000	Lb.	6-6-6 Plus 2% Iron 247/TON	Agro Distrib.	6-6-6	\$ 0.1235	\$ 988.00
2.	6,000	Lb.	8-4-8 182.50/T	" "	8-4-8	\$ 0.09125	\$ 547.50
3.	10,000	Lb.	15-10-15 220/TON	" "	15-10-15	\$ 0.11	\$ 1,100.00
4.	6,250	Lb.	16-4-8 Plus 2% Iron 242.1/T	" "	16-4-8	\$ 0.121	\$ 756.25
5.	30,000	Lb.	Ammonium Sulphate	AGRO	21-0-0	\$ 0.0968	\$ 2,904.00
6.	20,000	Lb.	15-0-15 247.1/T	AGRO	15-0-15	\$ 0.124	\$ 2,480.00
7.	10,000	Lb.	10-0-20 190/T	AGRO	10-0-20	\$ 0.095	\$ 950.00
8.	6,000	Lb.	16-4-8 Weed SCOTTS and Feed 29-3-4	—	—	\$ 118.37	\$ 710,222.00
9.	20,000	Lb.	Milorganite 230.1/T	—	Milorganite	\$ 0.115	\$ 2,300.00
10.	20,000	Lb.	Ammonium Nitrate 236.1/T	—	Ammon Nit	\$ 0.118	\$ 2,360.00

Delivery time: ___ calendar days ARO (After notification of Parks Representative.)

Bidder (Company) Name: DBA ProSource One		F. E. I. N. or SS Number:	
Mailing Address: P.O. Box 200		Street Address: 2601 W Orange Blossom Tr.	
City, State, Zip: Plymouth, FL 32768		City, State, Zip: Plymouth, FL 32768	
Type of Entity: (Circle one) <input checked="" type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship <input type="radio"/> Joint Venture		I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder. x Stephanie Linton Authorized Signature (Manual)	
Incorporated in the State of: Delaware Year:			
Telephone Number: (407) 886-4744		Typed or Printed Name: Stephanie Linton	
Toll Free Telephone Number: (800) 962-8902		Title: AYM Operations	
Fax Number: (407) 884-0111		Delivery in 7 days, ARO Payment Terms: % days, Net 30	
F.O.B.: DESTINATION		Bid Security is attached, when required, in the amount of: \$	

Bids may not be withdrawn for a period of 90 days after bid opening. All items bid must be in compliance with the stated specifications. Any Bidder taking exception shall indicate those exceptions on company letterhead and attach to their bid.

Any questions regarding this bid should be addressed to Jacqui Perry, Sr. Buyer, jvperry@co.seminole.fl.us or sent by facsimile transmission to (407) 665-7956.

This Form Must Be Completed and Returned with your Submittal.

Special Terms & Conditions

CONTRACT TERM

The contract resulting from this Invitation to Bid shall commence upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for additional two(2) 12-month periods, up to a maximum sixty (60) months upon mutual agreement of both parties.

PLACE OF DELIVERY

Delivery to be as notified by the County to all athletic fields:
Red Bug Lake, Casselberry Softball Complex, Altamonte Springs
Lake Sylvan, Sanford Soldier's Creek, Longwood

The quantity to be delivered will depend upon the County's need at the time of request.

F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the purchase order or blanket purchase order.

PRODUCT SUPPORT

County requests that the vendor provide on-going vendor and/or Manufacturer Rep support on product application, material handling, new and/or changed regulations, new products and test plots.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). MSDS sheets must be included in the supporting documentation of each bid set (original and 2 copies). The MSDS must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosiveness, and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 3. The primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d. The emergency procedure for spills, fire, disposal, and first aid.
- e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- f. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Seminole County, Florida
PURCHASE ORDER

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
MUST REFERENCE THIS PURCHASE ORDER NUMBER

TYPE OF ORDER
ORDER DATE
REQ. NUMBER
QUANTITY
VENDOR NUMBER
DEPT/DIV. COST CENTER
PROJECT NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:
FISCAL SERVICES DEPARTMENT - PURCHASING DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3206
SANFORD, FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7856

VENDOR PHONE #

TERMS		NO. OF CALENDAR DAYS FOR DELIVERY		WARRANTY	
ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
SAMPLE					

REQUESTING
DEPT/DIV

CONTACT
PERSON

TOTAL AMOUNT \$

ALL SHIPMENTS ARE CONSIDERED TO BE PREPAID, F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE AGREED UPON PRIOR TO SHIPMENT AND SO INDICATED ABOVE.
C.O.D. SHIPMENTS CANNOT BE ACCEPTED. THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION

POST OFFICE BOX 8080

SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7581

VENDOR

PURCHASING DIVISION - AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS